

No. 16-17050

IN THE

**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

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PATRICIA HARDING MORRISON  
for the Estate of TOMMY MORRISON  
*Plaintiff & Appellant,*

v.

QUEST DIAGNOSTICS INCORPORATED  
JOHN HIATT  
DR. MARGARET GOODMAN  
NEVADA STATE ATHLETIC COMMISSION  
MARC RATNER  
*Defendants & Respondents.*

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## OFFICIAL BOXING CONTRACT

## NEVADA ATHLETIC COMMISSION

## ARTICLES OF AGREEMENT

THIS AGREEMENT, Made and entered into in triplicate this 20 day of May, 1993, between TOP RANK, INC of the City of LAS VEGAS, State of NV, a boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and GEORGE FOREMAN of the City of HUMBLE, State of TX, a duly licensed boxer under the laws of the State of Nevada, License number                   , hereinafter called the Boxer, and of the City of                   , State of                   , a duly licensed manager, under the laws of the State of Nevada, License number                   , hereinafter called the Manager.

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to and with each other as follows:

1. That the Boxer will appear and enter into a boxing contest at the site location of LAS VEGAS, Nevada, on the 7 day of JUNE, 1993, or on a date to be hereafter agreed upon, for 12 rounds to a decision with TOMMY MORRISON of the City of KANSAS CITY, State of MO, as his opponent, at a weight of not over 110 pounds, said weight to be taken on the certified scales of the Promoter.
2. That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of SEVEN MILLION      Dollars (\$7,000,000.00).

3. That the contest shall be with gloves to be furnished by the Promoter at its own expense, as provided by chapter 467 of the Nevada Revised Statutes, authorizing boxing contests, and shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations adopted by the Nevada Athletic Commission, which are hereby made a part of this agreement; that the referee of said contest shall be duly licensed to act as such by the State of Nevada, and assigned to act as referee by the Nevada Athletic Commission. If the referee or the Nevada Athletic Commission shall decide that the Boxer and Manager, or either of them, did not enter into the contract in good faith; or if the Boxer and Manager, or either of them, had any collusive understanding or agreement regarding the termination of the match other than that the same should be on an honest exhibition of skill on the part of the contestants; or that the Boxer is not honestly competing or did not give an honest exhibition of his skill, or in quality of an act detrimental to the interests of boxing; it is agreed in any of such events that the Boxer shall not be entitled to the compensation above named, or any part thereof, unless so ordered by the Nevada Athletic Commission.

It is further agreed that the Promoter shall pay compensation to the said Commission in the event the Commission shall so order upon any of the above-mentioned grounds. The Commission shall thereupon, in its discretion, make such disposition of said purse as it deems to the best interest of legitimate sport and may forfeit to the Nevada Athletic Commission all or any part of compensation or order the same or any portion thereof paid to the Boxer. All parties hereto agree to accept and be bound by the decision of the said Commission and such decision shall be final and conclusive of the rights of the parties thereto.

4. That the Boxer shall personally report at the above-named fight location for weighing and medical examination, in accordance with the rules and regulations of the Nevada Athletic Commission, and shall report at the site to the director of bouts two hours before the time set for the contest.

5. The Boxer agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.

6. Should the Boxer desire the Manager be paid directly by the Promoter, deducting such amount from the Boxer's share of the purse:

(a) The Manager must be licensed by the Nevada State Athletic Commission;

(b) A valid service contract between the Boxer and Manager must be on file with the Commission;

(c) The amount paid to the manager may not exceed one-third of the purse;

(d) The Boxed must specify and initial any such amount below.

Manager's Share.....

Boxer's Initials.....

Any other pertinent facts or contractual clauses not included in the above should be written herein:

## TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, The parties hereto have hereunto affixed their hands and seals, in triplicate, at

Nevada.

PROMOTER TOP RANK, INC

Date 5/20/93

By (Signature) George Foreman

Date                   

BOXER (Signature) George Foreman

Date                   

MANAGER (Signature)                   

Date                   

NOTICE TO MATCHMAKERS: Every boxer MUST BE SIGNED on one of these Official Boxing Contracts. White copy of this contract MUST be submitted by weigh-in time to the Commission.

Managers handling boxers under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not recognized by the Commission. If a boxer has no written contract with a licensed manager then such boxer must sign his own boxing contracts.

WHITE COPY—Nevada Athletic Commission; YELLOW COPY—Promoter's File; BLUE COPY—Boxer.

## OFFICIAL BOXING CONTRACT

Rev. 4-80

## NEVADA ATHLETIC COMMISSION

## ARTICLES OF AGREEMENT

THIS AGREEMENT, Made and entered into in triplicate this 20 day of MAY, 1973,  
 between TR of the  
 City of LV, State of NV,  
 a boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and Tommy Morrison of the  
 City of KC, State of MO, a duly licensed boxer  
 under the laws of the State of Nevada, License number                   , hereinafter called the Boxer, and  
 \_\_\_\_\_ of the City of                   ,  
 State of                   , a duly licensed manager, under the laws of the State of Nevada,  
 License number                   , hereinafter called the Manager.

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to and with each other as follows:

1. That the Boxer will appear and enter into a boxing contest at the site location of LV, Nevada, on the 7 day of JUNE, 1973, or on a date to be hereafter agreed upon, for 12 rounds to a decision with GEORGE FOREMAN of the City of HOUSTON, TX, as his opponent, at a weight of not over 141 pounds, said weight to be taken on the certified scales of the Promoter.
2. That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of ONE MILLION —  
Dollars (\$1,000,000).

3. That the contest shall be with gloves so furnished by the Promoter at its own expense, as provided by chapter 467 of the Nevada Revised Statutes, authorizing boxing contests, and shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations adopted by the Nevada Athletic Commission, which are hereby made a part of this agreement; that the referee of said contest shall be duly licensed to act as such by the State of Nevada, and assigned to act as referee by the Nevada Athletic Commission. If the referee or the Nevada Athletic Commission shall decide that the Boxer and Manager, or either of them, did not enter into the contract in good faith, or the Boxer and Manager, or either of them, had any collusive understanding or agreement regarding the termination of the match other than that the same should be on an honest exhibition of skill, or that the Boxer is not honestly competing or did not give an honest exhibition of his skill, or is guilty of an act detrimental to the interest of boxing; it is agreed in any of such events that the Boxer shall not be entitled to the compensation above named, or any part thereof, unless so ordered by the Nevada Athletic Commission.

It is further agreed that the Promoter shall pay said compensation to the said Commission in the event the Commission shall so order upon any of the above-mentioned grounds. The Commission shall thereupon, in its discretion, make such disposition of said purse as it deems to the best interest of legitimate sport and may forfeit to the Nevada Athletic Commission all or any part of compensation or order the same or any portion thereof paid to the Boxer. All parties hereto agree to accept and be bound by the decision of the said Commission and such decision shall final and conclusive of the rights of the parties thereto.

4. That the Boxer shall personally report at the above-named fight location for weighing and medical examination, in accordance with the rules and regulations of the Nevada Athletic Commission, and shall report at the time to the director of bouts two hours before the time set for the contest.

5. The Boxer agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.

6. Should the Boxer demand the Manager be paid directly by the Promoter, deducting such amount from the Boxer's share of the purse:

- (a) The Manager must be licensed by the Nevada State Athletic Commission;
- (b) A valid service contract between the Boxer and Manager must be on file with the Commission;
- (c) The amount paid to the manager may not exceed one-third of the purse;
- (d) The Boxer must specify and initial any such amount below.

Manager's Share 333,300<sup>00</sup>

Boxer's Initials                   

Any other pertinent facts or contractual clauses not included in the above should be written herein:

FOR VACANT WBO HEAVYWEIGHT TITLE

Promoter retains all TV and ancillary rights for perpetuity  
TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, The parties hereto have hereunto affixed their hands and seals, in triplicate, at

Nevada.

PROMOTER

Date                   

By (Signature)                   

Date                   

BOXER (Signature)                   

Date                   

MANAGER (Signature)                   

Date 6/3/93

NOTICE TO MATCHMAKERS: Every boxer MUST BE SIGNED on one of these Official Boxing Contracts. White copy of this contract MUST be submitted by weigh in time to the Commission.

Managers handling boxers under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not recognized by the Commission. If a boxer has no written contract with a licensed manager then such boxer must sign his own boxing contracts.

WHITE COPY—Nevada Athletic Commission; YELLOW COPY—Promoter's File; BLUE COPY—Boxer.

OFFICIAL BOXING CONTRACT	
<b>NEVADA ATHLETIC COMMISSION</b>	
<b>ARTICLES OF AGREEMENT</b>	
<p>THIS AGREEMENT, Made and entered into in triplicate this <u>1</u> day of <u>MAR</u>, 19<u>92</u>,      between <u>Tommy Morrison</u>,      City of <u>LV</u>, State of <u>NV</u>,      a boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and      City of <u>KC</u>, State of <u>KA</u>,      a duly licensed boxer      under the laws of the State of Nevada, license number <u>                  </u>, hereinafter called the Boxer, and      State of <u>                  </u>, of the City of <u>                  </u>,      a duly licensed manager, under the laws of the State of Nevada,      license number <u>                  </u>, hereinafter called the Manager.</p>	
<p>WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to and with each other as follows:</p>	
<p>1. That the Boxer will appear and enter into a boxing contest at the site location of <u>LV</u>, Nevada, on the <u>20</u> day of <u>MAR</u>, 19<u>92</u>, or on a date to be hereafter agreed upon, for <u>10</u> rounds to a decision with <u>Verdell HALSTEAD</u> of the City of <u>OK CITY</u>,      State of <u>OK</u>, us his opponent, at a weight of not over <u>114</u> pounds, said weight to be taken on the certified scales of the Promoter.</p>	
<p>2. That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of <u>THIRTY FIVE THOUSAND</u>  <u>35,000</u> Dollars (<u>BT</u>)</p>	
<p>3. That the boxer shall be responsible for all expenses, as provided in chapter 403 of the Nevada Revised Statutes, authorizing promoters to charge the boxer for all expenses in carrying on the business of the promoter, and the rules and regulations adopted by the Nevada Athletic Commission, which are herein made a part of this agreement; that the referee of said contest shall be duly licensed to act as such by the State of Nevada, and assigned an act as referee by the Nevada Athletic Commission. If the referee at the Nevada Athletic Commission shall decide that the boxer and manager, or either of them, did not enter into the contract in good faith; or boxer and manager, or either of them, had any conclusive understanding or agreement regarding the termination of the match other than that the same should be on an honest exhibition of skill on the part of the contestants; or that the boxer is not honestly competing, or did not give an honest exhibition of his skill, the referee may disqualify the boxer and manager, or either of them, from receiving any compensation in any of such events that the boxer and manager did not receive the compensation above named, or any part thereof, unless so ordered by the Nevada Athletic Commission.</p>	
<p>It is further agreed that the Promoter shall pay said compensation to the said Commission in the event the Commission shall rule upon any of the above mentioned grounds. The Commission shall thereupon, in its discretion, make such disposition of said purse as it deems to the best interest of legitimate sport and they before it, the Nevada Athletic Commission, or any part of compensation or under their name or any portion thereof paid to the boxer. All parties hereto agree to accept and be bound by the decisions of the Commission in all matters relating to the boxer and manager.</p>	
<p>4. That the boxer shall personally report at the above named high platform for weighing and medical examination, in accordance with the rules and regulations of the Nevada Athletic Commission, and shall report at the site in the direction of bouts two hours before the time set for the contest.</p>	
<p>5. The boxer agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.</p>	
<p>(a) Should the boxer desire the Manager to pay directly by the Promoter, deducting such amount from the boxer's share of the purse;</p>	
<p>(b) A valid service contract between the boxer and Manager must be on file with the Commission;</p>	
<p>(c) The amount paid to the manager may not exceed one-third of the purse;</p>	
<p>(d) The boxer must specify and initial any such amount below.</p>	
<small>Manager's Share: <u>11,665.50</u></small>	<small>Boxer's Share: <u>23,335.00</u></small>
<small>Any other pertinent facts or contractual clauses not included in the above should be written here:</small>	
<p><u>Promoter retains all TV and ancillary rights for publicity</u></p>	
<p>TIME IS OF THE ESSENCE OF THIS AGREEMENT.</p>	
<p>IN WITNESS WHEREOF, The parties hereto have hereunto affixed their hands and seals, in triplicate, at <u>Nevada</u>.</p>	
<p>PROMOTER <u>TOP RANK</u> Date <u>                  </u>      By (Signature) <u>                  </u> Date <u>                  </u></p>	
<p>BOXER (Signature) <u>Tommy Morrison</u> Date <u>                  </u></p>	
<p>MANAGER (Signature) <u>                  </u> Date <u>                  </u></p>	
<p>NOTICE TO MATCHMAKER: Every boxer MUST BE SIGNED on one of these Official Boxing Contracts. White copy of this contract MUST be submitted by weigh in time to the Commission.</p>	
<p>Managers handling boxers under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not recognized by the Commission. If a boxer has no written contract with a licensed manager then such boxer must sign his own boxing contract.</p>	
<p>WHITE COPY—Nevada Athletic Commission; YELLOW COPY—Promoter's File; BLUE COPY—Boxer.</p>	

OFFICIAL BOXING CONTRACT

NEVADA ATHLETIC COMMISSION

ARTICLES OF AGREEMENT

THIS AGREEMENT, Made and entered into in triplicate this 15 day of Feb. 3, 1958, between TOMMY MCGRATH of the

City of LV, State of NV, a boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and

TOMMY MCGRATH of the

City of KC, State of KA, a duly licensed boxer under the laws of the State of Nevada, License number 13s. 1127 G-11141, of the City of

State of .., a duly licensed manager, under the laws of the State of Nevada, License number .., hereinafter called the Manager.

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to and with each other as follows:

1. That the Boxer will appear and enter into a boxing contest at the site location of LV, Nevada, on the 16 day of Feb. 3, 1958, or on a date to be hereafter agreed upon, for 16 rounds to a decision with 13s. 1127 G-11141 of the City of BALTIMORE, State of MD, as his opponent, at a weight of not over 115 pounds, said weight to be taken on the certified scales of the Promoter.

2. That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of 1100.00.

Dollars (\$ 1100.00).

3. That the contest shall be in gloves to be furnished by the Promoter at its own expense, as provided by chapter 467 of the Nevada Revised Statutes, authorizing boxing contests, and shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations adopted by the Nevada Athletic Commission, and shall be conducted in a spirit of good fellowship and sportsmanship, and that the referee shall be the sole judge of the contests, and that the referee shall be selected by the Promoter, and the Promoter shall be responsible for the conduct of the referee, and that the referee shall be selected by the Nevada Athletic Commission. If it is referred to the Nevada Athletic Commission, she shall decide that the Boxer and Manager, or either of them, did not enter into the contract in good faith; or the Boxer and Manager, or either of them, had any collusive understanding or agreement regarding the termination of the match other than that the same should be an honest exhibition of skill on the part of the contestants; or that the Boxer is not honestly competing or did not give an honest exhibition of his skill, or is guilty of an act detrimental to the interest of boxing; if it is agreed in any of such events that the Boxer shall not be entitled to the compensation above named, or any part thereof, he shall be entitled to the Nevada Athletic Commission.

4. That the Promoter shall furnish the Commission to the cost of the Commission shall be paid upon any of the above mentioned grounds if the Commission shall require such disposition of said purse as it deems to be in the best interest of legitimate sport and may forfeit to the Nevada Athletic Commission all or any part of compensation or under the cause of any portion thereof paid in to the Boxer. All parties hereto agree to accept and be bound by the decision of the said Commission and such decision shall be final and conclusive of the rights of the parties thereto.

5. That the Boxer shall personally report at the above-named fight location for weighing and medical examination, in accordance with the rules and regulations of the Nevada Athletic Commission, and shall report at the site to the director of bouts two hours before the time set for the contest.

The further agreement is made, whereof a copy is given to the Promoter, for reasonable times for publicity purposes

6. Should the owner desire the Manager be paid directly by the Promoter, deducting such amount from the Boxer's share of the purse:  
 (a) The Manager must be licensed by the Nevada State Athletic Commission;  
 (b) A valid agency contract between the Boxer and Manager must be on file with the Commission;  
 (c) The amount paid to the manager may not exceed one-third of the purse;  
 (d) The Boxer must specify and initial any such amount below

Manager's Share 1100.00

Boxer's Initials 1100.00

Any other pertinent facts or contractual clauses not included in the above should be written herein:

THE FIFTEEN (15) HUNDRED SIXTY EIGHT (168) THOUSAND SEVEN HUNDRED EIGHTY THREE (83) FEET, WESTERLY 10 FT.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.  
 IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, in triplicate, at BY

Nevada,

PROMOTER Tommy McGrath Date 7/1/58

By (Signature) Tommy McGrath Date 7/1/58

BOXER (Signature) Tommy McGrath Date 7/1/58

MANAGER (Signature) Tommy McGrath Date 7/1/58

NOTICE TO MATCHMAKER: Every boxer MUST BE SIGNED ON one of these Official Boxing Contracts. White copy of this contract MUST be submitted in time to the Commission.

Managers handling boxers under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not recognized by the Commission. If a boxer has no written contract with a licensed manager then such boxer must sign his own boxing contracts.

WHITE COPY—Nevada Athletic Commission; YELLOW COPY—Promoter's File; BLUE COPY—Boxer.

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OFFICIAL BOXING CONTRACT	
<b>NEVADA ATHLETIC COMMISSION</b>	
<b>ARTICLES OF AGREEMENT</b>	
THIS AGREEMENT, Made and entered into in triplicate this <u>27</u> day of <u>JAN</u> , 19 <u>82</u> ,	
between <u>TOP RANK</u> of the	
City of <u>Los Angeles</u> , State of <u>CA</u> ,	
Boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and,	
of the <u>BOBBY QUARRY</u>	
City of <u>BROOKLYN</u> , State of <u>NY</u> , a duly licensed boxer	
in the state of the State of Nevada, License number <u>39-26125716</u> , hereinbefore called the Boxer, and,	
of the City of <u>Los Angeles</u> ,	
State of <u>CA</u> , a duly licensed manager, under the laws of the State of Nevada,	
License number <u>39-26125716</u> , hereinbefore called the Manager.	
WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to act with each other as follows:	
1. That the Boxer will appear and enter into a boxing contest at the site location of <u>LV</u> , Nevada, on the <u>16</u> day of <u>FEB</u> , 19 <u>82</u> , or on a date to be hereafter agreed upon, for <u>10</u> rounds to a decision with <u>TOMMY MORRISON</u> of the City of <u>JAY</u> , <u>PR</u> as his opponent, at a weight of not over <u>MWY</u> pounds, and weight to be taken on the certified scales of the Promoter.	
2. That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of <u>\$10,000 - THOUSAND - Dollars (\$ 10,000.00)</u> .	
<p>3. That the Promoter shall be entitled to be furnished by the Promoter at his own expense, as provided by Chapter 467 of the Nevada Revised Statutes, authorizing the Commission, or that be substituted in all respects in addition to the laws of the State of Nevada, and the rules and regulations adopted by the Nevada Athletic Commission, when any party makes a part of this agreement that the rules of said section shall be fully observed in all cases in the State of Nevada, and no action to set aside or annul the Nevada Athletic Commission shall operate that the Promoter and Manager, or either of them, did not enter into this agreement in good faith, and that the Promoter and Manager, or either of them, did not enter into this agreement in bad faith, and that the Promoter and Manager, or either of them, did not enter into this agreement in an intent to defraud the other party, or in the intent of the Promoter, or that the Promoter is not lawfully compelled to do, nor give an honest explanation of his intent, or if any action is started to be taken by the manager, he agreed in any of such events that the boxer shall not be entitled to the compensation above named, or any other amount, which is added by the Nevada Athletic Commission.</p> <p>4. The Promoter agrees that the Promoter shall pay and compensate to the said Commission the fees the Commission shall be order, plus any of the above-mentioned expenses, for the administration of the Promoter. It is also agreed that the compensation of said fees as it exists in the best interests of legitimate sports and may prevail in the future, and the Promoter shall be responsible for any increase in the fees of the Commission, and the Promoter shall be responsible for any decrease in the fees of the Commission, and such decision shall be first and conclusive in all rights of the parties thereto.</p> <p>5. The Promoter shall annually report to the office of the director of health the fees before the time set for the contests.</p> <p>6. The Manager agrees to appear when and as directed by the Promoter to all reasonable times for publicity purposes.</p> <p>7. The Manager must be released by the Nevada State Athletic Commission.</p> <p>8. A valid written contract between the Boxer and Manager must be on file with the Commission.</p> <p>9. The general paid to the manager may not exceed one-third of the purse.</p> <p>10. It is agreed that specificity and detail say facts cannot appear.</p>	
Manager's Signature _____ Date _____ Boxer's Signature _____ Date _____ Note: Under Nevada law, all contractual clauses and language in the above should be written herein.	
<u>PLANO 3 BATHS, 2 Rooms, MEALS FOR 3 Persons</u>	
<u>Promoter retains all TV and ancillary rights for property</u>	
TIME IS OF THE ESSENCE OF THIS AGREEMENT.	
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, in triplicate, at	
Nevada,	
PROMOTER, <u>TOP RANK</u> <u>Date</u> By (Signature) <u>David Tamm</u> <u>Date</u> BOXER (Signature) <u>Bobby Quarry</u> <u>Date</u> <u>1/29/82</u> MANAGER (Signature) <u>Bobby Quarry</u> <u>Date</u> <u>1/29/82</u>	

NOTICE TO MATCHMAKER: Every boxer MUST BE SIGNED on one of these Official Boxing Contracts. White copy of this contract MUST be submitted in writing to the Commission.

Managers reading boxes, under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not enforceable in Nevada.

OFFICIAL BOXING CONTRACT												
<b>NEVADA ATHLETIC COMMISSION</b>												
<b>ARTICLES OF AGREEMENT</b>												
<p>THIS AGREEMENT, Made and entered into in triplicate this <u>1</u> day of <u>Nov</u>, 19<u>72</u>,    between <u>TJ</u> of the    City of <u>LV</u>, State of <u>NV</u>,    a boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and  <u>MIKE ACEY</u> of the    City of <u>PHXVILLE</u>, State of <u>PA</u>, a duly licensed boxer    under the laws of the State of Nevada, License number <u>          </u>, hereinafter called the Boxer, and  <u>          </u> of the City of <u>          </u>,    State of <u>          </u>, a duly licensed manager, under the laws of the State of Nevada,    License number <u>          </u>, hereinafter called the Manager.</p> <p>WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to and with each other as follows:</p> <ol style="list-style-type: none"> <li>1. That the Boxer will appear and enter into a boxing contest at the site location of <u>BALLYS</u>, Nevada, on the <u>8</u> day of <u>NOV</u>, 19<u>72</u>, or on a date to be hereafter agreed upon, for <u>6</u> rounds to a decision with <u>TOMMY MORRISON</u> of the City of <u>KC</u>,    State of <u>MO</u>, as his opponent, at a weight of not over <u>Hvy</u> pounds,    said weight to be taken on the certified scales of the Promoter.</li> <li>2. That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of <u>THREE THOUSAND</u>  <u>THREE HUNDRED AND FIFTY DOLLAR (\$3,350.00)</u>.</li> <li>3. That the contest shall be with gloves to be furnished by the Promoter at its own expense, as provided by chapter 467 of the Nevada Revised Statutes authorizing boxing contests and also be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations adopted by the Nevada Athletic Commission, which shall have made a part of this contract, so that the duly licensed referee in each State of Nevada shall assign to set as referee by the Nevada Athletic Commission. If the referee or the Nevada Athletic Commission shall decide that the Boxer and Manager, or either of them, did not enter into the contract in good faith; or the Boxer and Manager, or either of them, had any collusive understanding or agreement regarding the termination of the match other than that the same should be on an honest exhibition of skill; or the parts of the commission; that the Boxer is not honestly competing or did not give an honest exhibition of his skill; or the referee or the Nevada Athletic Commission shall decide in any of such events that the Boxer shall not be entitled to the compensation above named, or any part thereof, unless so ordered by the Nevada Athletic Commission.</li> <li>It is further agreed that the Promoter shall pay said compensation to the said Commission in the event the Commissioners shall to order upon any of the above-mentioned grounds. The Commission shall thereupon, in its discretion, make such disposition of said purse as it deems to the best interest of legitimate sport and may forfeit to the Nevada Athletic Commission all or any part of compensation or order that same or any portion thereof paid to the Boxer. All parties hereto agree to accept and be bound by the decision of the said Commission and such decision shall be final and conclusive of the rights of the parties thereto.</li> <li>4. That the Boxer shall personally report at the above-named fight location for weighing and medical examination, in accordance with the rules and regulations of the Nevada Athletic Commission, and shall report to the referee or the director of bouts two hours before the time set for the contest.</li> <li>5. The Boxer agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.</li> <li>6. Should the Boxer during the Manager be paid directly by the Promoter, deducting such amount from the Boxer's share of the purse:</li> <ul style="list-style-type: none"> <li>(a) The Manager must be licensed by the Nevada State Athletic Commission;</li> <li>(b) A valid service contract between the Boxer and Manager must be on file with the Commission;</li> <li>(c) The amount paid to the manager may not exceed one-third of the purse;</li> <li>(d) The Boxer must specify and initial any such amount below.</li> </ul> </ol> <p style="text-align: right;">Manager's Share..... Boxer's Initials.....</p> <p style="text-align: center;">Any other pertinent facts or contractual clauses not included in the above should be written hereat:    _____    _____    _____    _____    _____</p> <p style="text-align: center;"><b>TIME IS OF THE ESSENCE OF THIS AGREEMENT.</b></p> <p style="text-align: center;">IN WITNESS WHEREOF, The parties hereto have hereunto affixed their hands and seals, in triplicate, at _____, Nevada.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">PROMOTER</td> <td style="width: 33%;"><u>B TJ</u></td> <td style="width: 33%;">Date _____</td> </tr> <tr> <td>By (Signature).</td> <td><u>B TJ</u></td> <td>Date _____</td> </tr> <tr> <td>BOXER (Signature)</td> <td><u>Michael C Acey</u></td> <td>Date _____</td> </tr> <tr> <td>MANAGER (Signature)</td> <td></td> <td>Date _____</td> </tr> </table> <p style="text-align: center;"><b>NOTICE TO MATCHMAKER:</b> Every boxer MUST BE SIGNED on one of these Official Boxing Contracts. White copy of this contract MUST be submitted by weigh-in time to the Commission.</p> <p style="text-align: center;">Managers handling boxers under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not recognized by the Commission. If a boxer has no written contract with a licensed manager then such boxer must sign his own boxing contracts.</p> <p style="text-align: center;">WHITE COPY—Nevada Athletic Commission; YELLOW COPY—Promoter's File; BLUE COPY—Boxer.</p>	PROMOTER	<u>B TJ</u>	Date _____	By (Signature).	<u>B TJ</u>	Date _____	BOXER (Signature)	<u>Michael C Acey</u>	Date _____	MANAGER (Signature)		Date _____
PROMOTER	<u>B TJ</u>	Date _____										
By (Signature).	<u>B TJ</u>	Date _____										
BOXER (Signature)	<u>Michael C Acey</u>	Date _____										
MANAGER (Signature)		Date _____										

OFFICIAL BOXING CONTRACT  
NEVADA ATHLETIC COMMISSION

ARTICLES OF AGREEMENT

THIS AGREEMENT, Made and entered into in triplicate this 30 day of NOV, 1989,  
 between TOP RANK, INC of the  
 City of LAS VEGAS, State of NV,  
 a boxing promoter duly licensed under the laws of the State of Nevada, hereinafter called the Promoter, and  
KEN LAKUSTA of the  
 City of EDMONTON, State of CANADA, a duly licensed boxer  
 under the laws of the State of Nevada, License number , hereinafter called the Boxer, and  
 of the City of ,  
 State of , a duly licensed manager, under the laws of the State of Nevada,  
 License number , hereinafter called the Manager.

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to and with each other as follows:

- That the Boxer will appear and enter into a boxing contest at the site location of LAS VEGAS MIRAGE, Nevada, on the 7 day of DEC, 1989, or on a date to hereafter agreed upon, for 8 rounds to a decision with TOMMY MORRISON of the City of KANSAS CITY.  
 State of KA, as his opponent, at a weight of not over 141 pounds, said weight to be taken on the certified scales of the Promoter.
- That the Promoter will pay the Boxer for such contest, and the Boxer agrees to accept in full of all claims and demands for his services and the performance by him of this contract, the sum of TEN THOUSAND  
 Dollars (\$10,000).

3. That the contest shall be with gloves to be furnished by the Promoter at its own expense, as provided by chapter 467 of the Nevada Revised Statutes, authorizing boxing contests, and shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations adopted by the Nevada Athletic Commission, which are hereby made a part of this agreement; that the referee of said contest shall be duly licensed to act as such by the State of Nevada, and shall not be an employee of the Nevada Athletic Commission; that the Board and Manager, or either of them, did not induce the boxer to enter in good faith; or the Boxer and Manager, or either of them, had any collusive understanding or agreement regarding the services or conduct of the boxer, than that the same should be on an honest exhibition of skill on the part of the contestants; or that the Boxer is not honestly competing or did not give an honest exhibition of his skill, or is guilty of an act detrimental to the interest of boxing; it is agreed in any of such events that the Boxer shall not be entitled to the compensation above named, or any part thereof, or as otherwise by the Nevada Athletic Commission.

4. It is further agreed that the Boxer shall receive no compensation or the said Compensation in the event the Commission shall so order upon any of the above-mentioned grounds. The Commission shall thereupon, in its discretion, make such disposition of said purse as it deems in the best interest of legitimate sports and may forgive to the Nevada Athletic Commission all or any part of compensation or order that same or any portion thereof paid to the Boxer. All parties herein agree to accept and be bound by the decisions of the said Commission and such decisions shall be final and conclusive of the rights of the parties thereto.

5. That the Boxer shall personally report at the above-named fight location for weighing and medical examinations, in accordance with the rules and regulations of the Nevada Athletic Commission, and shall report at the site to the director of bouts two hours before the time set for the contest.

6. The Boxer agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.

7. The Boxer demands the sum of \$10,000 to be paid directly by the Promoter, deducting such amount from the Boxer's share of the purse:  
 (a) The Manager shall be entitled to 10% of the purse;  
 (b) A valid service contract between the Boxer and Manager must be on file with the Commission;  
 (c) The amount paid to the manager may not exceed one-third of the purse;  
 (d) The Boxer must specify and initial any such amounts below.

Manager's Share _____	Boxer's Share _____
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Any other pertinent facts or contractual clauses not included in the above should be written herein:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ALL TELEVISION AND ANCILLARY RIGHTS BELONG TO PROMOTER FOR PERPETUITY

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, The parties hereto have hereunto affixed their hands and seals, in triplicate, at \_\_\_\_\_, Nevada.

PROMOTER	<u>TOP RANK</u>	Date _____
By (Signature)	<u>Ken Lakusta</u>	Date _____
BOXER (Signature)	<u>X K. Lakusta</u>	Date _____
MANAGER (Signature)		Date _____

NOTICE TO MATCHMAKER: Every boxer MUST BE SIGNED on one of these Official Boxing Contracts. This copy of this contract MUST be submitted by weigh in time to the Commission.

Managers handling boxers under so-called "verbal agreements" cannot sign contracts for boxers' appearance as "verbal agreements" are not recognised by the Commission. If a boxer has no written contract with a licensed manager then such boxer must sign his own boxing contracts.

WHITE COPY—Nevada Athletic Commission; YELLOW COPY—Promoter's File; BLUE COPY—Boxer.



Quest Diagnostics Nichols Institute  
27027 Turney Road  
Valencia, CA 91386  
800-421-7710  
[www.NicholsInstitute.com/valencia](http://www.NicholsInstitute.com/valencia)

ACCESSION# 007-1045343-I  
CLIENT# 41996

NAME: MORRISON, TOMMY

PHYSICIAN: REUBEN, HOWARD

NOTES:

PATIENT ID:

SPECIMEN ID:

LAB EXPRESS, INC.-C360  
ATTN: ALEJANDRA - MARKETING  
505 W. McDowell Rd.  
BLDG A  
PHOENIX

AZ 85003

DOB: 01/02/69 AGE: 38 Years  
SEX: Male

DRAWN: 01/05/07 09:34  
RECEIVED: 01/06/07 00:33  
PRINTED: 07/30/14 11:37  
FINAL REPORT: 01/10/07 11:51

7/30/14



TEST NAME	RESULTS	REFERENCE RANGE
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Forwarded Specimen

Date 03/06/07

Your sample has been forwarded to the Health Department  
at their request.

HEPATITIS C VIRUS RNA QUANTITATION [PCR]

HCV RNA PCR	< 5	IU/mL (< 5)
HCV RNA PCR	< 10	copies/mL (< 10)

This test was developed using Analyte Specific Reagents (ASR) and its performance characteristics determined by Specialty Laboratories. It has not been cleared or approved by the U.S. Food and Drug Administration (FDA). The FDA has determined that such clearance or approval is not necessary. This test is used for clinical purposes. It should not be regarded as investigational or for research. Specialty Laboratories is regulated under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") as qualified to perform high complexity clinical testing.

HEPATITIS C VIRUS IgG ABS

Hepatitis C Virus IgG Abs      Reactive      \*      Nonreactive

HCV Ab tested with reagents by Abbott AxSYM  
Anti-HCV (product #6C36).

statfax 3960  
Page 1

CLIA #06D0550302

LABORATORY DIRECTOR

*[Signature]*  
Michael C. Dugan, M.D., FACP

QDI 438

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Case 2:14-cv-01207-RFB-PAL Document 174-6 Filed 06/08/16 Page 20 of 180

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Quest Diagnostics Nichols Institute  
 27027 Turney Road  
 Valencia, CA 91355  
 800-421-7110  
[www.NicholsInstitute.com/valencia](http://www.NicholsInstitute.com/valencia)  
 ACCESSION# 011-6403805-I  
 CLTENT# 50241

NAME: MORRISON, TOMMY DAVID

PHYSICIAN: KLAUSNER MARI

NOTES:

PATIENT ID: F0001423106

SPECIMEN ID: R113370057

FT SANDERS REG MEDICAL CTR-CPU  
 1901 N CLINCH AVE

DOB: 01/02/69 AGE: 42 Years  
 SEX: Male

KNOXVILLE

TH 37916

DRAWN: 12/04/11 10:03  
 RECEIVED: 12/05/11 02:27  
 PRINTED: 07/30/14 12:21  
 FINAL REPORT: 12/07/11 17:40

TEST NAME	RESULTS	IMMEDIATE REFERENCE RANGE
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SPECIMEN RESOLUTION CENTER NOTICE

\*\*\*URGENT\*\*\*    \*\*\*SPECIAL REPORT\*\*\*    \*\*\*URGENT\*\*\*

We are unable to perform the test specified below on the specimen received due to a temperature requirement discrepancy with the specimen. Please refer to our published specimen requirements. Resubmit a new specimen and order, if possible.

Specimen received refrigerated.

TEST: LYMPHOCYTE SUBSET PANEL 5 #1658

statfax 4025 . 0  
 Page 1

CLIA #05D0650302

LABORATORY DIRECTOR

*[Signature]*  
 Michael C. Dugan, M.D., FCAP

QDI 459